

invested him with all the power which he would have had as the only acting trustee under the will, or which the whole of the trustees would have had if they had accepted the trust, and it also imposed upon him the same obligations by which he or they would have been bound, except in so far as he may have been subsequently discharged from them by the court; it also gave the court full control of the trustee and the trust property.

Let us next, then, examine his liabilities as to the real estate, and how he has been acquitted of them; he proceeded to sell the whole real estate, and the sales were confirmed; no account was stated of the proceeds of the sale, but part of them was paid to a creditor of the deceased, Mrs. Ann Ogle, by the Chancellor's order, and the residue (except a sum barely sufficient to pay his commissions and expenses) was also, by the Chancellor's order, paid by him into court, and subsequently, also, by the Chancellor's order and Register's check, paid over to John Addison, as trustee for Mrs. Mary Bevans, and guardian to her children.

This whole fund having been paid over by the trustee of the court, in pursuance of the order of the court, it is impossible to conceive that he should afterwards be responsible to any person establishing a claim to it, nor did I understand the solicitor of the complainants as insisting upon that point. He seemed to think that some part of the proceeds of sale had not been accounted for, though he was not able to designate it clearly. But that evidently is not the fact; the whole fund is accounted for, and if any money was received from Howard Duvall, on his purchase of land from the testatrix and her husband, it became a part of the personal estate in the hands of the trustee and executor.

No fraud is charged against B. Ogle, but he is charged with great precipitancy in the settlement of the estate, and a combination with the Bevans to give the whole estate to them. It is the duty of a trustee and executor to use dispatch in the settlement of the estate confided to his trust; the period allowed by law to the latter for that purpose, is not a prescribed delay, but rather a restriction of it.